

## **South Park Youth Association, Inc.**

### **Waiver and Code of Conduct**

In consideration of my child's participation in the South Park Youth Association (SPYA) program and related activities (the "Program"), I, for myself, my child and our heirs, representatives, administrators, executors and assigns, knowingly and voluntarily, hereby acknowledge and agree as follows:

**Section 1: Code of conduct for players, coaches and spectators.** The SPYA philosophy is to provide a positive experience for the players, parents and coaches alike. Respect for teammates, coaches, referees, umpires, opposing players, opposing coaches, and spectators is the rule of the day. SPYA and officiating staff reserve the right to ask any player, coach, or spectator not observing these expected high levels of sportsmanship to leave the practice or game. Flagrant or repeated incidents of unsportsmanlike behavior will result in the expulsion from the program with no refund.

**Section 2: Refund policy.** Our refund policy is designed to minimize the impact to both parties in event of cancellation. Expenses for each participant are incurred early in the registration process and include, but are not limited to, jerseys, uniforms, processing fees, and facility usage fees. Soon thereafter, expenses increase again as the program contracts services for the coaching staff and game officials based on the number of participants. Due to expenses incurred at the time of registration, \$35.00 of the fee is non-refundable for cancellations prior to the start of the program regardless of the reason for cancellation. Except for the exclusion below, the entire fee is non-refundable once the program has started regardless of the reason for cancellation. Skills day is deemed to be the program start date for baseball. For any Football Jr. Midget division registrant that accepts an invitation to play on the school's football team, \$35.00 of the fee is non-refundable.

**Section 3: Risk of Injury.** We, the undersigned, acknowledge and understand that the Player will be engaging in activities that involve risk of serious injury, including permanent disability or death. We freely and knowingly assume all of the risks of injury that might occur during the Player's participation in the South Park Youth Association program and we accept personal responsibility for any and all damages following any such injury.

**Section 4: Consent, Release and Indemnity Agreement.** We, the undersigned, for and in consideration of providing the undersigned Player with the opportunity to participate in the South Park Youth Association Program, do hereby unconditionally release and agree to indemnify and hold harmless South Park Youth Association, and any person, coach, owner/ lessors of premises used, volunteer or entity employed by or associated with South Park Youth Association from any and all claims for personal injury, death, property damage or any type of claim or damage (including, but not limited to, attorney's fees and litigation expenses) resulting from or arising out of the undersigned Player's participation in the South Park Youth Association program.

**Section 5: Medical Treatment.** We, the undersigned, hereby consent and grant to the coaches or volunteers of the South Park Youth Association program the express authority and discretion, but not the requirement, to

provide any medical or emergency services needed by the undersigned Player during his/her participation in the sport of lacrosse with the undersigned parent being financially responsible for such services.

**Section 6: Player readiness.** The undersigned represents the Player is in good physical condition and has passed a recent physical examination concluding that the Player is qualified to participate in a rigorous sport.

**Section 7: Photo Release & Waiver.** We, the undersigned, hereby grant South Park Youth Association and its successors, assignees and licensees, permission to use picture(s) or video taken of my child in publications and other media use, exhibit and display my child's picture in connection with any public materials produced by or for South Park Youth Association. This permission is freely given without remunerative consideration of any kind.

**Section 8: Helmets.** TO THE FULLEST EXTENT ALLOWABLE UNDER LAW, I WAIVE, RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS, AND AGREE TO INDEMNIFY South Park Youth Association and its officers, directors, agents, employees, coaches, and/or representatives, and/or all other sponsors of the Program and/or the agents and employees of such sponsors (collectively the "Released Parties"), from any and all claims, losses, damages (including direct, indirect, actual and consequential damages), demands, suits and/or other actions (collectively "Damages"), arising out of or in any way related to my child's use of a SPYA provided helmet in connection with his participation in the Program, notwithstanding that the Released Parties' negligence may have contributed to the Damages.

I HAVE READ THIS WAIVER AND FULLY UNDERSTAND ITS TERMS. BY ELECTRONICALLY SIGNING THIS DOCUMENT, I VOLUNTARILY ACCEPT ITS TERMS AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE TO INDEMNIFY SOUTH PARK YOUTH ASSOCIATION AS PROVIDED HEREIN. FURTHER, I AGREE IF ANY PORTION OF THIS DOCUMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER SHALL NOT BE AFFECTED.